

Provider Number: FS-_____

COMMONWEALTH OF KENTUCKY
CABINET FOR HEALTH AND FAMILY SERVICES
DIVISION OF ADULT & CHILD HEALTH IMPROVEMENT
DEPARTMENT FOR PUBLIC HEALTH
FIRST STEPS

PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT, made and entered into as of the _____ day of _____ 200 _____ by and between the Commonwealth of Kentucky, Division of Adult & Child Health Improvement, Department for Public Health, Kentucky Early Intervention System, 275 East Main, Frankfort, Kentucky 40621 hereinafter referred to as ACH and

(Name of Provider)

(Address, City, State, Zip of Provider)

hereinafter referred to as the Provider.

WITNESSETH, THAT:

Whereas, the Cabinet for Health and Family Services, in the exercise of its lawful duties in relation to the administration of the First Steps, Kentucky's Early Intervention System, is required by state regulations and policies to enter into contracts with providers; and

Whereas, the above named provider desires to participate in the First Steps, Kentucky Early Intervention System;

Now therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

I. The Provider:

(1) Agrees to comply with and abide by all current and future applicable federal and state laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Rights and Privacy Act, (FERPA) and with First Steps, the Kentucky Early Intervention System policies and procedures governing early intervention providers.

(2) Agrees to comply with the civil rights requirements set forth in 45 CFR PARTS 80, 84, 90. (The Cabinet for Health and Family Services shall make no payment to providers of service who discriminate on the basis of race, color, national origin, sex, disability, religion, or age in the provision of services) and agrees to serve all geographic areas of the counties indicated on the approved Form 6.

(3) Agrees to accept First Steps client referrals without regard to other available payor sources that must be billed before billing Medicaid through the First Steps data manager.

(4) Agrees to maintain such reports as are necessary to disclose the extent of services furnished to First Steps recipients, to assure proper administration of First Steps, and to assure provider's compliance with all applicable statutes and regulations, for a minimum of 5 years and for such additional time as may be necessary in the event of an audit exception or other dispute and to furnish the Division of Adult & Child Health Improvement, Department for Public Health with any information requested regarding payments claimed for furnishing services.

(5) Agrees that First Steps recipient records are the property of the Cabinet for Health and Family Services and shall be surrendered immediately upon request. Agrees also to maintain said records in a secure location and environment, free from fire, water, dirt, dust, and humidity, and further agrees to safeguard against loss, defacement and tampering and to provide access to same only by authorized personnel or by any representative of ACH upon reasonable request.

(6) Agrees to permit representatives of the state or federal government, including the Office of Attorney General and Office of U.S. Attorney to have the right to examine, inspect, copy or audit all records pertaining to the provision of services furnished to First Steps recipients. Such examinations, inspections, copying or audits may be made without prior notice to the provider, and includes the right to question provider's staff on services provided. Any recoupment due to the First Steps program as a result of audit findings will be withheld from the next scheduled payment(s) until the total amount has been recouped unless other arrangements are made.

(7) Assures that provider is aware of 34 CFR Part 303 and KRS 200.650 to 200.676.

(8) Agrees to inform the Division of Adult & Child Health Improvement, Department for Public Health, within 30 days, of any change in the provider name, ownership, licensure status, address, phone number or e-mail address.

(9) Agrees to submit claims for reimbursement to the First Steps data manager within 60 days following service delivery, on approved forms, utilizing the appropriate codes as defined in provider manual, bulletin, or other notice. There will be no exceptions to this timeframe.

(10) Agrees not to seek further payment directly from the family/patient or through a collection agency for such services.

(11) Agrees to accept payment from the state for claims submitted to the First Steps data manager as full and final payment for services rendered, and will not seek further payment from the family of the eligible children for such services beyond the amounts available from third party payers.

(12) Agrees to maintain coverage and make available, upon request, Certificates of Insurance covering:
Statutory Worker's Compensation (if required)
Professional liability insurance

(13) Agrees to establish and maintain an email address and Internet accessibility for all employees listed on the approved Enrollment Form and agrees to keep ACH apprised of a current e-mail address.

(14) Agrees to establish and maintain fax accessibility and agrees to keep ACH apprised of a current fax number.

(15) Agrees to complete all required training, prescribed by ACH, including Orientation, Primary Service Coordination, and IFSP before providing services to the First Steps population. This is not intended as an all-inclusive list.

(16) Agrees to submit:

With this provider agreement, proof of a valid professional license, registration, or certificate that allows the provider to deliver the services for which the provider contracts.

By June 30, 2006, proof of a valid license, registration or certificate that indicates that the provider is allowed to deliver services for the fiscal year of July 1, 2006 to June 30, 2008.

II. The Division of Adult & Child Health Improvement, Department for Public Health, agrees, subject to the availability of federal, state and agency funds, to reimburse the provider in accordance with current applicable federal and state laws, rules and regulations and policies for appropriate billings as prescribed by the Cabinet for Health and Family Services, Division of Adult & Child Health Improvement, Department for Public Health.

III. Either party shall have the right to terminate this agreement at any time upon 30 days written notice served upon the other party by certified or registered mail; provided, however, that ACH, may terminate this agreement immediately upon written documentation of violations of First steps policies, procedures and/or regulations, or in accordance with federal regulations, upon written notice served upon the provider by registered mail with return receipt requested.

IV. If information identified in Section I (16) of this agreement is submitted timely, this Agreement shall begin on the effective date and shall end on June 30, 2008, subject to the availability of funds and the approval of the Government Contract Review Committee of the General Assembly.

V. Incorporation by Reference. The following material is incorporated by reference:
CBIS Provider Enrollment Form (and any continuation pages)
Electronic Billing Media Addendum
Professional Development Plan for Developmental Interventionist

PROVIDER

DEPARTMENT FOR PUBLIC HEALTH
ADULT AND CHILD HEALTH IMPROVEMENT

BY: _____
Authorized Official (Provider)

BY: _____
Authorized Official (DPH)

NAME: _____

NAME: Ruth Ann Shepherd, M.D.

TITLE: _____

TITLE: Director

DATE: _____

DATE: _____

Contact Person responsible for disseminating all information involved in early intervention services.

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

E-MAIL ADDRESS: _____

All service providers required to have a state license must provide ACH with a current copy.

VIOLATION OF TAX AND EMPLOYMENT LAWS

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

FIRST PARTY:
DEPARTMENT FOR PUBLIC HEALTH
ADULT AND CHILD HEALTH IMPROVEMENT

SECOND PARTY (PROVIDER):

Provider Name (print)

BY: _____
Provider Signature Date